

14. PURCHASER'S VOLUNTARY ACTION No oral statement or prior written matter shall have any force or effect. The Purchaser has inspected and is familiar with the physical condition of the chattels, fixtures, equipment and furnishings, and he hereby declares and agrees that he is purchasing voluntarily and on his own judgment and not upon any representations made by the Seller or by anyone acting on his behalf as to the character, condition or quality of said chattels, fixtures, equipment and furnishings, other than those contained in this agreement.

16. SURVIVAL OF THIS AGREEMENT Each of the terms, covenants, conditions, provisions, agreements, warranties and representations herein contained shall survive the closing of sale and shall not be deemed as merged in the transfer of title of the said business and property or in the payment of the consideration therefor.

The Seller has a valid liquor license from the State of New York Liquor authority, License #G740460 (the "License"), and the Seller has received no notices, complaints or demands which are presently outstanding and relating to said license or the sale of alcoholic beverages at the premises from the State Liquor Authority, Alcoholic Beverage Control Board, or any other legal agency having jurisdiction, nor are there any criminal proceedings now pending with respect to said License. This Agreement is made upon the condition that Purchaser shall apply for a temporary license. Seller shall place its license for safekeeping with the SLA until Purchaser obtains a permanent license. Once a temporary license is obtained, the parties shall close and the license condition shall be fulfilled.

1.	Notes and Security Agreement for \$2,000,000.00
2.	Net Net Lease
3.	Additional Agreement for \$100,000.00

G:\Citigroup\Finance\K... 10/1/2001 11:01:51 AM

York 11030. At the closing, the keys to said premises and all other indicia of possession shall be delivered to the Purchaser. The Seller shall execute and deliver to the Purchaser the Bill of Sale (containing the usual warranties and affidavit of title) and all other instruments of sale, conveyance and assignment required under this agreement, or that may otherwise be required, for the proper transfer of the assets thereof. The monies held in escrow hereunder shall be paid over, and all monies and documents required hereunder to be thereafter held in escrow shall, accordingly, be delivered to the Escrowee herein named. The parties shall otherwise execute and deliver any and all other instruments as may be required to carry out the terms of this agreement. Upon completion of the transfer and payment of the purchase price above set forth, the Purchaser shall have title to and possession of the said business, and the Seller will thereafter and forever defend the Purchaser against any claim of any kind or description affecting the Purchaser's ownership of the said assets or his right to the possession thereof.

20. NOTICE BY PARTIES Every notice or other communication authorized or required by this agreement shall not be effective unless given or served in writing and sent by United States registered or certified mail, return receipt requested, directed to the respective parties as aforesaid, or such other address as either party may designate by notice from time to time.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

SELLER:

518 METROPOLITAN AVE. CORP.

By: *[Signature]*

PURCHASER:

SIDBOYS, Corp

By: *[Signature]*

**THIS AGREEMENT SUPERCEDES THE SALE OF BUSINESS AGREEMENT OF
EVEN DATE BETWEEN 518 METROPOLITAN AVENUE CORP., AS SELLER AND
SID/BOYS CORP., AS PURCHASER**

In consideration of SID/BOYS CORP. entering into a Sale of Business Agreement for the purchase of the diner with 518 METROPOLITAN AVENUE CORP. as of July 10, 2013, SID/BOYS CORP. agrees to pay the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars in addition to the amounts due on said Contract, providing, a Court settlement is confirmed with the "Labor Board" for \$300,000.00. In the event the Court Settlement is not confirmed by September 15, 2013, the Sale of Business Agreement may be declared null and void by the Purchaser and void upon the return of the earnest monies deposit to the Purchaser.

The additional One Hundred Thousand and 00/100 (\$100,000.00) Dollars herein shall be as follows:

- (a) Twenty Thousand and 00/100 (\$20,000.00) Dollars at closing, and;
- (b) The balance of Eighty Thousand and 00/100 (\$80,000.00) Dollars by the execution of the Note attached hereto.

SELLER:

518 METROPOLITAN AVE. CORP.

By: Frank Fotios

Frank Fotios

PURCHASER:

SID/BOYS CORP.

By: [Signature]